



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

285-0421

NAME Jack T. ChampionADDRESS 1214 Warren Ave NCITY AND STATE Seattle, WA 19809

THIS SPACE RESERVED FOR RECORDER'S USE

500

FILED FOR RECORD
REQ. OF Jack T. Champion

1985 DEC 30 PM 1:49

SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY DL

QUIT CLAIM DEED

THE GRANTOR PORT WASHINGTON PROPERTIES, INC.

for and in consideration of Ten Dollars and Other Valuable Considerationconveys and quit claims to Jack T. Champion, a single personthe following described real estate, situated in the County of Kitsap
State of Washington, including any after acquired title:

The north 60 feet of lot 10 and all of Lot 11, Supplemental Plat of
Bay View Garden Tracts, according to plat recorded in Volume 5 of Plats,
page 19, in Kitsap County, Washington.

NO. 7417
KITSAP COUNTY
TRANSACTION EXCISE TAX

DEC 30 1985

PAID 66.00
AMOUNT
COUNTY TREASURER
BY [Signature]Dated December 1, 19 85

(Individual)

(Individual)

By

By

(President)

(Secretary)

STATE OF WASHINGTON
COUNTY OF

ss.

STATE OF WASHINGTON
COUNTY OF

ss.

On this day personally appeared before me

On this 1st day of December,
1985, before me, the undersigned, a Notary Public in and
for the State of Washington, duly commissioned and sworn,
personally appeared Darold R.J. Stenson

to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowl-
edged that
signed the same as
free and voluntary act and deed, for the uses and purposes
therein mentioned.

and
to me known to be the _____ President
and _____ Secretary, respectively, of

GIVEN under my hand and official seal this _____
day of _____, 19 _____

the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and volun-
tary act and deed of said corporation, for the uses and pur-
poses therein mentioned, and on oath stated that
he _____ authorized to execute the said
instrument and that the seal affixed is the corporate seal of
said corporation.

Notary Public in and for the State of Washington, residing
at _____Witness my hand and official seal here to affixed the day and
year first above written.Notary Public in and for the State of Washington, residing
at Seattle

8512300132

KING
IN THE SUPERIOR COURT OF WASHINGTON FOR KITSAP COUNTY

This Sheriff's Amended Sheriff's
Deed issued to nullify and
supercede the original deed recorded
under Kitsap County Auditor's File
AMENDED No.A.F.#:9301260145
SHERIFF'S DEED TO REAL PROPERTY

CAUSE NO. 87 2 18271 1

Judgment Rendered On August 30, 1991
Order of Sale December 2, 1991
Issued

or
Writ of Execution
Issued
Date of Sale January 17, 1992
Date of Deed January 28, 1993

KITSAP COUNTY
\$8.00 STC
FILED-BY: STEWART TITLE CO
FEB 2, 1993, 2:16 PM
KAREN FLYNN, AUDITOR
CLERK: LOGAN
A.F.#: 9302020238
REEL 0699 FR 0296

JACK-CHAMPION AND MARK K. JOSE,)
Plaintiff(s))
MICHAEL R.MASTRO and JOAN K.MASTRO)
KITSAP COUNTY TREASURER)
TRANSACTION EXCISE TAX)
Defendant(s))
PAID FEB 2 1993)
AMOUNT None)
KITSAP COUNTY TREASURER)
MICHAEL R.MASTRO, individually and)
as personal representative of the)
estate of JOAN K.MASTRO.)
Plaintiff(s))
vs.)
PORT WASHINGTON PROPERTIES, INC., a)
Washington Corporation, et al,)
Defendant)

I, PAT L. JONES, Sheriff of Kitsap County, State of Washington, do hereby certify
that under and by virtue of the procedure indicated above, issued out of the above-entitled
Court, in the above-entitled action, duly attested, and directed and delivered to me, by
which I was commanded to levy upon and sell the right, title and interest of the Defendant
in property hereinafter described according to law, and apply the proceeds of such sale
to the satisfaction of the judgment in said action, with interest and costs of suit, I
duly levied on and sold at public action, after due and legal notice, to:
Michael R.Mastro, individually and as personal representative of the estate
of Joan K.Mastro
who was the highest and best bidder therefor, at such sale, for the sum of:

(\$175,000.00) ----- Dollars

the real estate, situated in Kitsap County, State of Washington, bounded and described
on the reverse side hereof, the description of which is incorporated by this reference.
I thereupon delivered to said purchaser a certificate of sale as required by law, and
the above-entitled Court in its order made and duly entered, has confirmed said sale.

NOW, THEREFORE, I, PAT L. JONES, Sheriff of Kitsap County, State of Washington,
or my authorized Deputy, by virtue of the procedure indicated above and pursuant to
the statutes relevant to such procedure, do hereby grant, bargain, sell, convey and
confirm:
Michael R.Mastro, individually and as personal representative of the estate
of Joan K.Mastro
as the purchaser at said sale, or as his successor in interest, or as a redemptioner so
hereto entitled, and to his heirs, successors and assigns forever the real estate the
description of which is incorporated above, as fully as I can, may or ought to by virtue
of the procedure indicated above, the orders of said Court and the statutes of this
State.

AS EVIDENCE of my so granting and conveying, I or my authorized Deputy hereby set
my hand on the date indicated above, at Port Orchard, Washington.

PAT L. JONES, Sheriff

By
Ed McNamar, Chief Civil Deputy

STATE OF WASHINGTON)
COUNTY OF KITSAP) SS

On this day above written, before me personally appeared Ed McNamar
to me known to be the Sheriff of Kitsap County or his authorized deputy, who executed
the within and foregoing instrument, and acknowledged said instrument to be the free
and voluntary act and deed of said Sheriff of Kitsap County, for the uses and purposes
therein mentioned and on oath stated that he was authorized to execute said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

Kathleen A. Chittenden
Notary Public in and for the State of Washington
residing at Port Orchard

FILED BY STEWART TITLE
32-13640

LEGAL DESCRIPTION:

Apartment B and Moorage slips, 4, 14, 20, 73, 78, 79, 80 all in Port Washington Marina Condominium, Phase I, a leasehold condominium located in the leasehold estate created by those certain leases dated April 28, 1975, January 17, 1977 and February 23, 1977 and recorded June 20, 1983 under auditor's file Nos. 8306200099, 8306200098, 8306200110, respectively, as shown on the plans and survey recorded on December 29, 1983 in Volume 3 of Condominiums on pages 127 through 130, inclusive under Kitsap County Auditor's file No. 8312290199, and as identified by the Declaration recorded on December 29, 1983 under Kitsap County Auditor's file No. 8312290200;

TOGETHER WITH that undivided percentage in the common areas and facilities as defined in R.C.W. 64.32.010 (6) and articles 6 and 7 of said Declaration appertaining to said apartment and/or moorage slips to be determined as provided in paragraphs 23.2 and Schedule C of said Declaration. (Property address: 1805 Thompson Drive, Bremerton, WA 98310).

and

The north 60 feet of Lot 10 and all of Lot 11, Supplemental Plat of Bay View Garden Tracts, According to Plat Recorded in Volume 5 of Plats, Page 19, in Kitsap County, Washington. (Property address: 1805 Thompson Drive, Bremerton, WA 98310).

A.E.#: 9302020238
REEL 0699 FR 0297



STEWART TITLE COMPANY
of Washington, Inc.

"A Tradition
of Excellence"

FILED FOR RECORD AT REQUEST OF

STEWART TITLE COMPANY OF WASHINGTON, INC.
1201 Third Avenue Suite 3800
Seattle, Washington 98101-3055

THIS SPACE PROVIDED FOR RECORDER'S USE

\$7.00 KITSAP COUNTY STC
FILED-8: STEWART TITLE CO
JUL 30 1993 4:34 PM
KAREN FLYNN, AUDITOR
CLERK: LAWRENCE

WHEN RECORDED RETURN TO

Name DOUGLAS FAULDS
Address 1530 - 9TH AVENUE NORTH
1530 - 9TH AVENUE NORTH
City, State, Zip EDMONDS, WA 98020

A.F. #: 9307300444
REEL 0736 FR 2005

Statutory Warranty Deed

THE GRANTOR MICHAEL R MASTRO, INDIVIDUALLY AND AS THE PERSONAL
REPRESENTATIVE OF THE ESTATE OF JOAN K. MASTRO, DECEASED

for and in consideration of I. R. C. SECTION 1031 TAX-DEFERRED EXCHANGE

In hand paid, convey and warrants to DOUGLAS FAULDS AND DONNA ERNST, AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP

the following described real estate, situated in the County of KITSAP

State of Washington:

THE NORTH 60 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT
OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME
5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON.

GRANTEES, by signing the acceptance below, evidence their intention
to acquire said property as Joint Tenants with the Right of
Survivorship and not as Tenants in Common.

NO. 5938
KITSAP COUNTY
TRANSACTION EXCISE TAX

ACCEPTED AND APPROVED:

PAID JUL 30 1993

AMOUNT 178.00

COUNTY TAX

BY [Signature]

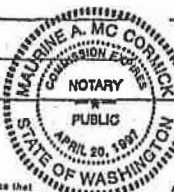
Dated July 29, 1993

Michael R Mastro
MICHAEL R MASTRO

Donna R Ernst
[Signature]

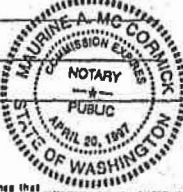
STATE OF WASHINGTON

County of King



STATE OF WASHINGTON

County of King



I hereby certify that I know or have satisfactory evidence that

Michael R Mastro

is the person(s) who appeared before me,
and said person(s) acknowledged that (he, she, they) signed this instrument and
acknowledged it to be (his, her, their) free and voluntary act for the uses and
purposes mentioned in this instrument.

Dated: July 29, 1993

Maurine A. Mc Cormick
Notary Public in and for the State of Washington

residing at Seattle

My appointment expires 4-20-97

I certify that I know or have satisfactory evidence that

Michael R Mastro

is the person(s) who appeared before
me, and said person(s) acknowledged that (he, she, they) signed this instrument, on
with stated that he is authorized to execute
the instrument and acknowledged it as the Personal Representative
of Joan K Mastro to be the free and voluntary act
of said party for the uses and purposes mentioned in this instrument.

Dated: July 29, 1993

Maurine A. Mc Cormick
Notary Public in and for the State of Washington

residing at Seattle

My appointment expires 4-20-97



200312120331

Page: 1 of 5
12/12/2003 04:11P
Kitsap Co, WA

RETURN TO:

PACIFIC NW TITLE

DEED

\$23.00

SEVEN JS INVESTMENTS LIMITED PARTNERSHIP
3812 EAST MCGILVRA ST
SEATTLE, WA 98112

STATUTORY WARRANTY DEED

32072944

Reference # (if applicable) _____

Grantor(s): _____
Additional on Page: _____
DOUGLAS FAULDS
DONNA ERNST

Grantee(s): _____
Additional on Page: _____
SEVEN JS INVESTMENTS LIMITED PARTNERSHIP

Abbreviated Legal Description: _____
Additional on Page: _____
ALL OF PORT WASHINGTON CONDO; PTN LOT 10; ALL
LOT 11, SUPPL PLAT BAY VIEW GARDEN TRACTS

Assessor's Tax Parcel ID# _____
8054-000-000-0206; 3711-000-010-0002
additional on attached schedule

THE GRANTOR DOUGLAS FAULDS and DONNA ERNST, Husband and Wife

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION AND AS PART OF
AN IRC SECTION 1031 TAX DEFERRED EXCHANGEIn hand paid, conveys and warrants to SEVEN JS INVESTMENTS LIMITED PARTNERSHIP, a
Washington limited partnershipthe following described real estate, situated in the County of KITSAP
SEE EXHIBIT "A" ATTACHED HERETO AND A PART HEREOF,
SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO.

State of Washington:

NOTE: A SEPARATE NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE WITH THE STATE
OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, WILL BE FILED AS TO PARCEL A.

KITSAP COUNTY TREASURER EXCISE


12/12/2003

2003EX11628

Total : \$18999.72

Clerk's Initial 

Dated: December 10, 2003


DOUGLAS FAULDS
DONNA ERNST

NOTARY PAGE

STATE OF WASHINGTON }
 } ss.
County of KING }

I hereby certify that I know or have satisfactory evidence that DOUGLAS FAULDS AND DONNA ERNST

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 11 2003

Came Comb
Notary Public in and for the State of Washington

C.A. McComb
Printed Name

Residing at Bainbridge Island
My appointment expires 1-18-2006



STATE OF WASHINGTON }
 } ss.
County of _____ }

I hereby certify that I know or have satisfactory evidence that _____

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that _____
authorized to execute the instrument and acknowledge it as the _____
of _____ to be the free and voluntary
act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington

Printed Name _____
Residing at _____
My appointment expires _____



EXHIBIT "A"

PARCEL A:

LEASE HOLD ESTATE IN APARTMENT NO. A, 1ST FLOOR, AND APARTMENT NO. B, 2ND FLOOR, AND APARTMENTS OR MOORAGE SLIPS 1 THROUGH 80, INCLUSIVE, ALL IN PORT WASHINGTON MARINA CONDOMINIUM, PHASE I, A LEASEHOLD CONDOMINIUM LOCATED IN THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE DATED AUGUST 1, 1993 AND RECORDED JULY 30, 1993, UNDER AUDITOR'S FILE NO. 9307300429, AS SHOWN ON THE PLANS AND SURVEY RECORDED ON DECEMBER 29, 1983 IN VOLUME 3 OF CONDOMINIUMS ON PAGES 127 THROUGH 130, INCLUSIVE UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290199, AND AS IDENTIFIED BY THE DECLARATION RECORDED ON DECEMBER 29, 1983 UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290200;

TOGETHER WITH THAT UNDIVIDED PERCENTAGE IN THE COMMON AREAS AND FACILITIES AS DEFINED IN R.C.W. 64.32.010 (6) AND ARTICLES 6 AND 7 OF SAID DECLARATION APPERTAINING TO SAID APARTMENT AND/OR MOORAGE SLIPS TO BE DETERMINED AS PROVIDED IN PARAGRAPH 23.2 AND SCHEDULE C OF SAID DECLARATION.

GRANTEE'S PRESENT INTEREST IN THE UNDIVIDED INTEREST IS SUBJECT TO POSSIBLE PARTIAL DEFEASANCE UPON INCLUSION OF ANY SUBSEQUENT PHASE (S) TO THE CONDOMINIUM.

THE APARTMENT AND/OR MOORAGE SLIPS ARE INTENDED FOR MOORAGE PURPOSES AND USES ONLY.

PARCEL B:

THE NORTH 60 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON.

... END OF EXHIBIT "A" ...

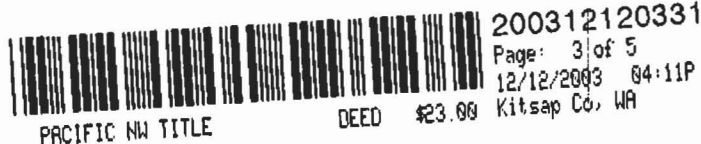
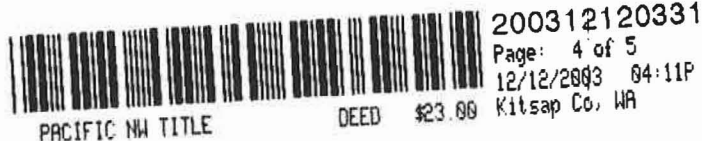


EXHIBIT "B"

1. EASEMENT FOR MAINTENANCE OPERATION OF PRESENT WATER MAIN THROUGH AND OVER SAID PREMISES AS AT PRESENT ESTABLISHED AND SUBJECT FURTHER TO AN EASEMENT OVER ANY ROAD CONSTRUCTED ON SAID PREMISES TO THE WATERFRONT WITHOUT CHARGE, AS CREATED BY INSTRUMENT DATED FEBRUARY 5, 1956, RECORDED MAY 20, 1946, UNDER AUDITOR'S FILE NO. 427818
2. ACCES AND PARKING EASEMENT RECORDED NOVEMBER 13, 1983, UNDER AUDITOR'S FILE NO. 8111130031
3. EASEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM AFFECTING PARCEL B, RECORDING NO. 8309260037
4. DECLARATION OF PUBLIC PEDESTRIAN ACCESS EASEMENT UNDER AUDITOR'S FILE NOS 8312020186 AND 8312290198
5. AGREEMENT BETWEEN CITY OF BREMERTON AND PORT WASHINGTON PROPERTIES, INC, RECORDING NO. 8312220078
6. EASEMENT TO LAY, OPERATE AND MAINTAIN WATER UTILITIES IN FAVOR OF CITY OF BREMERTON, RECORDING NO. 8312220079
7. EASEMENT SET FORTH ON SURVEY RECORDED UNDER AUDITOR'S NO. 8406150188
8. RESTRICTIONS CONTAINED IN CITY OF BREMERTON ORDINANCE NO. 3682, RECORDED UNDER AUDITOR'S NO. 8203220039 AND 8304050072
9. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN DECLARATION OF RESTRICTIONS, RECORDING NO. 8312290195, 8312290196, 8312290197
10. CONDOMINIUM DECLARATION AND AMENDMENTS, RECORDING NO. 8312290200
11. ANY QUESTION THAT MAY ARISE AS TO LOCATION OF LATERAL BOUNDARIES OF THE TIDELANDS OR SHORELANDS DESCRIBED THEREIN
12. ANY PROHIBITION OF OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER
13. ANY CLAIM OF RIGHT, TITLE OR INTEREST WHICH MAY BE ASSERTED BY THE STATE OF WASHINGTON OR THE PUBLIC TO THE BEACHES OR ACCRETIONS TO THE UPLANDS
14. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER AFFECTING TIDELANDS
15. ANY LIEN OR LIENS THAT MAY ARISE OR BE CREATED IN CONSEQUENCE OF OR PURSUANT TO AN ACT OF THE LEGISLATURE OF THE STATE OF WASHINGTON RE NAVIGABLE WATERWAYS APPROVED MARCH 9, 1983
16. EASEMENT IN FAVOR OF TCI CABLEVISION OF WASHINGTON INC, RECORDING NO. 200304090213
17. TERMS, CONDITIONS OF AQUATIC LANDS LEASE NO. 22-002332 WITH STATE OF WASHINGTON AS LESSOR AND PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION AS LESSEE RECORDED UNDER RECORDING NO. 9307300429, WHICH GRANTOR ASSIGNS ALL RIGHT, TITLE AND INTEREST IN AND TO SUBJECT TO TERMS AND CONDITIONS OF NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE TO BE FILED SUBSEQUENT TO THE FILING OF THIS CONVEYANCE ASSIGNMENT



PROFIC NW TITLE
DEED \$23.00
Kitsap Co, WA
200312120331
Page: 5 of 5
12/12/2003 04:11P

Assessor's Tax Parcel ID#: 8054-000-000-0206; 8054-000-001-0007; 8054-000-002-0006;
8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002
8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006
8054-000-011-0005; 8054-000-012-0004; 8054-000-013-0003; 8054-000-014-0002
8054-000-015-0001; 8054-000-016-0000; 8054-000-017-0009; 8054-000-018-0008
8054-000-019-0007; 8054-000-020-2004; 8054-000-021-0003; 8054-000-022-0002
8054-000-023-0001; 8054-000-024-0000; 8054-000-025-0009; 8054-000-026-0008
8054-000-027-0007; 8054-000-028-0006; 8054-000-029-0005; 8054-000-030-0002
8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008
8054-000-035-0007; 8054-000-036-0006; 8054-000-034-0005; 8054-000-038-0004
8054-000-039-0003; 8054-000-040-0000; 8054-000-041-0009; 8054-000-042-0008
8054-000-043-0007; 8054-000-044-0006; 8054-000-045-0005; 8054-000-046-0004
8054-000-047-0003; 8054-000-048-0002; 8054-000-049-0001; 8054-000-050-0007
8054-000-051-0006; 8054-000-052-0005; 8054-000-053-0004; 8054-000-054-0003
8054-000-055-0002; 8054-000-056-0001; 8054-000-057-0000; 8054-000-058-0009
8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003
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8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003
8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0009
8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005
8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002

RETURN ADDRESS:

Frontier Bank
Silverdale
10705 Silverdale Way NW
PO Box 3075
Silverdale, WA 98383



PACIFIC NW TITLE

OT

\$31.00

200312120332

Page: 1 of 12

12/12/2003 04:11P

Kitsap Co, WA

32072944

DEED OF TRUST

DATE: December 11, 2003

Reference # (if applicable): SILV-XX1256 - Title No. 32072944

Additional on page ____

Grantor(s):

1. Seven J's Investments Limited Partnership

Grantee(s)

1. Frontier Bank
2. Pacific NW Title, Trustee

Legal Description: ALL OF PORT WASHINGTON CONDOMINIUM AND
PORTION LOT 10 AND ALL OF LOT 11,
SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS

Additional on page 2

Assessor's Tax Parcel ID#: 8054-000-000-0206; 8054-000-001-0007; 8054-000-002-0006;
8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002
8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006
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8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008
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8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003
8054-000-063-0002; 8054-000-064-0001; 8054-000-065-0000; 8054-000-066-0009
8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003
8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0009
8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005
8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002

THIS DEED OF TRUST is dated December 11, 2003, among Seven J's Investments Limited Partnership, whose address is 3812 E McGilvra Street, Seattle, WA 98112; a Washington Limited Partnership ("Grantor"); Frontier Bank, whose mailing address is Silverdale, 10705 Silverdale Way NW, PO Box 3075, Silverdale, WA 98383 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pacific NW Title, whose mailing address is Po Box 3607, Silverdale, WA 98383 (referred to below as "Trustee").

DEED OF TRUST
(Continued)

Page 2

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Kitsap County, State of Washington:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1805 Thompson Drive, Bremerton, WA 98337. The Real Property tax identification number is 8054-000-000-0206;

8054-000-001-0007; 8054-000-002-0006;
8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002
8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006
8054-000-011-0005; 8054-000-012-0004; 8054-000-013-0003; 8054-000-014-0002
8054-000-015-0001; 8054-000-016-0000; 8054-000-017-0009; 8054-000-018-0008
8054-000-019-0007; 8054-000-020-0004; 8054-000-021-0003; 8054-000-022-0002
8054-000-023-0001; 8054-000-024-0000; 8054-000-025-0009; 8054-000-026-0008
8054-000-027-0007; 8054-000-028-0006; 8054-000-029-0005; 8054-000-030-0002
8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008
8054-000-035-0007; 8054-000-036-0006; 8054-000-037-0005; 8054-000-038-0004
8054-000-039-0003; 8054-000-040-0000; 8054-000-041-0009; 8054-000-042-0008
8054-000-043-0007; 8054-000-044-0006; 8054-000-045-0005; 8054-000-046-0004
8054-000-047-0003; 8054-000-048-0002; 8054-000-049-0001; 8054-000-050-0007
8054-000-051-0006; 8054-000-052-0005; 8054-000-053-0004; 8054-000-054-0003
8054-000-055-0002; 8054-000-056-0001; 8054-000-057-0000; 8054-000-058-0009
8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003
8054-000-063-0002; 8054-000-064-0001; 8054-000-065-0000; 8054-000-066-0009
8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003
8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0009
8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005
8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged



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under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2)



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the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within ten (10) days; or (b) if the cure requires more than ten (10) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within ten (10) days; or (b) if the cure requires more than ten (10) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose, in either



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case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Kitsap County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all



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**DEED OF TRUST
(Continued)**

Page 7

Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Kitsap County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Frontier Bank, and its successors and assigns.

Borrower. The word "Borrower" means Seven J's Investments Limited Partnership and includes all co-signers and co-makers signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Seven J's Investments Limited Partnership.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Frontier Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 11, 2003, in the original principal amount of \$1,540,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with



DEED OF TRUST
(Continued)

Page 8

all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; provided, that the environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Pacific NW Title, whose mailing address is Po Box 3607, Silverdale, WA 98383 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SEVEN J'S INVESTMENTS LIMITED PARTNERSHIP

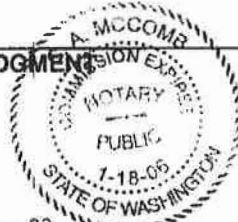
By: Mildred G. Johnson
Steven C. Johnson P.O.A.
Mildred G. Johnson, General Partner of Seven J's Investments Limited Partnership

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

)
) SS
)



On this 11th day of December, 2003, before me, the undersigned Notary Public, personally appeared Mildred G. Johnson of Seven J's Investments Limited Partnership, and personally known to me or proved to me on the basis of satisfactory evidence to be a of the partnership that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the partnership by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the partnership.

By Mildred G. Johnson Residing at Bainbridge Island

Notary Public in and for the State of Washington My commission expires 1/18/2006

**Steven C Johnson as attorney-in-fact of Mildred G. Johnson, general partner *and of said Mildred G. Johnson

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____

Beneficiary: _____

By: _____

Its: _____

LAMER PRO Lending, Ver. 9.22.00.003 Copy: Harland Financial Solutions, Inc. 1997, 2003 All Rights Reserved. WA C:\OFFICE\JULY\PC TR-10128 PR-00040002



PACIFIC NW TITLE

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\$31.00

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12/12/2003 04:11P

Kitsap Co, WA

EXHIBIT "A"

PARCEL A:

LEASE HOLD ESTATE IN APARTMENT NO. A, 1ST FLOOR, AND APARTMENT NO. B, 2ND FLOOR, AND APARTMENTS OR MOORAGE SLIPS 1 THROUGH 80, INCLUSIVE, ALL IN PORT WASHINGTON MARINA CONDOMINIUM, PHASE I, A LEASEHOLD CONDOMINIUM LOCATED IN THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE DATED AUGUST 1, 1993 AND RECORDED JULY 30, 1993, UNDER AUDITOR'S FILE NO. 9307300429, AS SHOWN ON THE PLANS AND SURVEY RECORDED ON DECEMBER 29, 1983 IN VOLUME 3 OF CONDOMINIUMS ON PAGES 127 THROUGH 130, INCLUSIVE UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290199, AND AS IDENTIFIED BY THE DECLARATION RECORDED ON DECEMBER 29, 1983 UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290200;

TOGETHER WITH THAT UNDIVIDED PERCENTAGE IN THE COMMON AREAS AND FACILITIES AS DEFINED IN R.C.W. 64.32.010 (6) AND ARTICLES 6 AND 7 OF SAID DECLARATION APPERTAINING TO SAID APARTMENT AND/OR MOORAGE SLIPS TO BE DETERMINED AS PROVIDED IN PARAGRAPH 23.2 AND SCHEDULE C OF SAID DECLARATION.

GRANTEE'S PRESENT INTEREST IN THE UNDIVIDED INTEREST IS SUBJECT TO POSSIBLE PARTIAL DEFEASANCE UPON INCLUSION OF ANY SUBSEQUENT PHASE (S) TO THE CONDOMINIUM.

THE APARTMENT AND/OR MOORAGE SLIPS ARE INTENDED FOR MOORAGE PURPOSES AND USES ONLY.

PARCEL B:

THE NORTH 60 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON.

... END OF EXHIBIT "A" ...



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PACIFIC NW TITLE

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Kitsap Co, WA

EXHIBIT B

LEASEHOLD DEED OF TRUST RIDER

1. Borrower is the lessee and the State of Washington is the lessor of the following tidelands, to wit (the "Leased Land"):

That portion of the Harbor Area situate in front of government Lots 6 and 7, Section 11, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, included in a tract described as follows:

Beginning at a point on the Inner Harbor Line, said point also being the Northwest corner of Lot 11, supplemental plat of Bay View Garden Tracts, a recorded plat in said government Lot 7 and running thence along said Inner Harbor Line. North 75 degrees 43'57.8" West, a distance of 128.168 feet; thence continuing along said Inner Harbor Line North 69 degrees 38'00" West, a distance 38'00" West, a distance of 148.126 feet; thence continuing along said Inner Harbor Line North 74 degrees 55'00" West, a distance of 334.594 feet; thence continuing along said Inner Harbor Line South 60 degrees 44'00" West, a distance of 126.00 feet; thence continuing along said Inner Harbor Line. South 48 degrees 10'00" West, a distance of 125.00 feet; thence North 29 degrees 25'40" East a distance of 403.64 feet to a point on the Outer Harbor line; thence South 74 degrees 00'00" East along said outer harbor line, a distance of 802.403 feet; thence South 16 degrees 00'00" West, a distance of 210.901 feet across the Harbor Area to the Inner Harbor Line; thence North 75 degrees 43'57.8" West, a distance of 132.290 feet to the Point of Beginning as shown on the official maps of Bremerton tidelands on file in the Office of the Commissioner of Public Lands at Olympia, Washington. Also known as Lease No. 22 - 002332.

2. For purposes of the attached Deed of Trust, the term "Property" shall include (i) all right title and interest of Borrower in and to the Leased Land created pursuant to that certain lease from the State of Washington, acting by and through the Department of Natural Resources ("State") as lessor in favor of Borrower as lessee, made and entered into by written Lease (No. 22 - 002332) dated August 1st, 1993, (the "DNR Lease"), which is recorded with the Kitsap County, Washington Auditor under File No. 9307300429, and (ii) all of Borrower's marina, floats, piers, docks, breakwaters and other improvements located thereon. (Borrower hereby authorizes Lender or escrow agent to complete the foregoing blank with the recording number of the of the DNR Lease.)

3. In addition to the terms of the Deed of Trust, Borrower hereby represents, warrants and covenants to Lender as follows:

a. Borrower shall, at its own expense, at all times provide, maintain and keep full force, or cause to be provided, maintained or kept in full force, all bonds and policies of insurance as required by the DNR Lease in form and amounts, and issued by companies, associations or organizations in accordance with the DNR Lease;

LEASEHOLD DEED OF TRUST RIDER - 1 -



b. Borrower represents and warrants that (i) it holds a good and valid leasehold estate in the DNR Lease, (b) it has authority to grant this Deed of Trust, (c) the DNR Lease is free and clear of all liens and encumbrances whatsoever, and (d) it will warrant and defend title to the DNR Lease against the lawful claims of all persons until all Indebtedness has been satisfied or performed in full.

c. No material default by Borrower as lessee has occurred and is continuing under the DNR Lease and no event has occurred which, with the passage of time or service of notice, or both, would constitute an event of default. The DNR Lease is in full force and effect and all rents and all other charges due and payable under the DNR Lease have been fully paid when due. Borrower is the owner of the entire lessee's interest in the DNR Lease and has the right and authority under the DNR Lease to execute this Rider and to encumber Borrower's interest therein. The DNR Lease has not been amended, modified, extended, renewed, substituted or assigned except as described herein, and Borrower has delivered to Lender a true, accurate and complete copy of the DNR Lease as amended.

d. Borrower shall, at its sole cost and expense, promptly and timely perform and observe all the material terms, covenants and conditions required to be performed and observed by Borrower as lessee under the DNR Lease. If Borrower shall breach the foregoing covenant Borrower grants Lender the right (but not the obligation), upon three days' prior notice to Borrower, to take any action as may be necessary to prevent or cure any default of Borrower under the DNR Lease, and Lender shall have the right to enter all or any portion of the Real Property in order to prevent or to cure any such default. All sums expended by Lender in order to cure any such default shall be paid by Borrower to Lender, upon demand, with interest thereon at the interest rate(s) provided in the Note. All such indebtedness shall be secured by this Rider.

e. Borrower shall notify Lender promptly in writing of the receipt by Borrower of any notice (written or otherwise) from the lessor under the DNR Lease noting or claiming the occurrence of a default by Borrower. Borrower shall deliver to Lender a copy of any such written notice of default.

f. Borrower shall not without Lender's prior written consent, which may be withheld in Lender's sole discretion, surrender, terminate, forfeit or suffer or permit the surrender, termination or forfeiture of the DNR Lease, or change, modify or amend the DNR Lease in a manner that materially adversely affects the rights or benefits of Borrower thereunder. Consent to one amendment change, agreement or modification shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Any acquisition of any lessor's interest in any of the DNR Lease by Borrower or any affiliate of Borrower shall be accomplished by Borrower in such a manner so as to avoid a merger of the interests of lessor and lessee in such DNR Lease, unless consent to such merger is granted by Lender. If Borrower or any affiliate of Borrower shall acquire fee title to the property subject to any of the DNR Lease, this Deed of Trust shall automatically be a lien on the fee title.

h. To the extent permitted by law, the price payable by Borrower or any other party in the exercise of the right of redemption, if any, from any sale under or decree of LEASEHOLD DEED OF TR



foreclosure of this Deed of Trust shall include all rents and other amounts paid and other sums advanced by Lender on behalf of Borrower as the lessee under the DNR Lease.

i. All subleases entered into by Borrower of the DNR Lease (and all such existing subleases modified or amended by Borrower) shall provide that such subleases are, at the option and election of Lender, subordinate to the lien of this Deed of Trust and any extensions, replacements and modifications of this Deed of Trust or the Note, and that if Lender forecloses under this Deed of Trust or enters into a new lease with lessor under the DNR Lease pursuant to the provisions for a new lease, if any, contained therein, then the sublessee shall attorn to Lender or its assignee and the sublease will remain in full force and effect in accordance with its terms notwithstanding the termination of the DNR Lease.

j. A breach or default of Borrower under any condition or obligation contained in the DNR Lease which is not cured within any applicable cure period provided therein will result in and constitute an Event of Default under the Deed of Trust, in which event Lender shall have all of the rights and remedies available to it under the Deed of Trust and the Note.

k. Nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in the DNR Lease or otherwise to impose any obligation upon Lender. Prior to actual entry into and taking possession of the Property by Lender in accordance with this Deed of Trust, nothing herein or in any Related Document shall operate to place upon Lender or any Lender any responsibility for the operation, control, care, management or repair of the Property or any portion thereof, and the execution of this Deed of Trust by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Borrower, prior to such actual entry and taking of possession.



PACIFIC NW TITLE

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Kitsap Co, WA

LEASEHOLD DEED OF TRUST RIDER - 3 -

Leasehold DOT Rider // 11002.029

RETURN ADDRESS:

Frontier Bank
Silverdale
10705 Silverdale Way NW
PO Box 3075
Silverdale, WA 98383



PACIFIC NW TITLE

AR

\$25.00

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Page: 1 of 7

12/12/2003 04:11P

Kitsap Co, WA

32072944

ASSIGNMENT OF RENTS

As Received Concurrently/Herein

Reference # (if applicable): SILV-XX1256 - Title No. 32072944

Additional on page ____

Grantor(s):

1. Seven J's Investments Limited Partnership

Grantee(s)

1. Frontier Bank

Legal Description: ALL OF PORT WASHINGTON CONDOMINIUM AND
PORTION LOT 10 AND ALL OF LOT 11,
SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS

Additional on page 2

Assessor's Tax Parcel ID#: 8054-000-000-0206; 8054-000-001-0007; 8054-000-002-0006;
8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002
8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006
8054-000-011-0005; 8054-000-012-0004; 8054-000-013-0003; 8054-000-014-0002
8054-000-015-0001; 8054-000-016-0000; 8054-000-017-0009; 8054-000-018-0008
8054-000-019-0007; 8054-000-020-2004; 8054-000-021-0003; 8054-000-022-0002
8054-000-023-0001; 8054-000-024-0000; 8054-000-025-0009; 8054-000-026-0008
8054-000-027-0007; 8054-000-028-0006; 8054-000-029-0005; 8054-000-030-0002
8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008
8054-000-035-0007; 8054-000-036-0006; 8054-000-034-0005; 8054-000-038-0004
8054-000-039-0003; 8054-000-040-0000; 8054-000-041-0009; 8054-000-042-0008
8054-000-043-0007; 8054-000-044-0006; 8054-000-045-0005; 8054-000-046-0004
8054-000-047-0003; 8054-000-048-0002; 8054-000-049-0001; 8054-000-050-0007
8054-000-051-0006; 8054-000-052-0005; 8054-000-053-0004; 8054-000-054-0003
8054-000-055-0002; 8054-000-056-0001; 8054-000-057-0000; 8054-000-058-0009
8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003
8054-000-063-0002; 8054-000-064-0001; 8054-000-065-0000; 8054-000-066-0009
8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003
8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0009
8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005
8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002

THIS ASSIGNMENT OF RENTS dated December 11, 2003, is made and executed between
Seven J's Investments Limited Partnership, whose address is 3812 E McGilvra Street,
Seattle, WA 98112; a Washington Limited Partnership (referred to below as
"Grantor") and Frontier Bank, whose mailing address is 10705 Silverdale Way NW, PO Box
3075, Silverdale, WA 98383 (referred to below as "Lender").

**ASSIGNMENT OF RENTS
(Continued)**

Page 2

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Kitsap County, State of Washington:

See EXHIBIT A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 1805 Thompson Drive, Bremerton, WA 98337. The Property tax identification number is 8054-000-000-0206; 8054-000-001-0007;

8054-000-002-0006;

8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002

8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006

8054-000-011-0005; 8054-000-012-0004; 8054-000-013-0003; 8054-000-014-0002

8054-000-015-0001; 8054-000-016-0000; 8054-000-017-0009; 8054-000-018-0008

8054-000-019-0007; 8054-000-020-0004; 8054-000-021-0003; 8054-000-022-0002

8054-000-023-0001; 8054-000-024-0000; 8054-000-025-0009; 8054-000-026-0008

8054-000-027-0007; 8054-000-028-0006; 8054-000-029-0005; 8054-000-030-0002

8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008

8054-000-035-0007; 8054-000-036-0006; 8054-000-037-0005; 8054-000-038-0004

8054-000-039-0003; 8054-000-040-0000; 8054-000-041-0009; 8054-000-042-0008

8054-000-043-0007; 8054-000-044-0006; 8054-000-045-0005; 8054-000-046-0004

8054-000-047-0003; 8054-000-048-0002; 8054-000-049-0001; 8054-000-050-0007

8054-000-051-0006; 8054-000-052-0005; 8054-000-053-0004; 8054-000-054-0003

8054-000-055-0002; 8054-000-056-0001; 8054-000-057-0000; 8054-000-058-0009

8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003

8054-000-063-0002; 8054-000-064-0001; 8054-000-065-0000; 8054-000-066-0009

8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003

8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0009

8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005

8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Washington and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name



ASSIGNMENT OF RENTS (Continued)

Page 3

or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occur with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender

1 1 1

ASSIGNMENT OF RENTS (Continued)

Page 4

may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Assignment has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Kitsap County, State of Washington.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Assignment shall be given in writing; and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or



**ASSIGNMENT OF RENTS
(Continued)**

Page 5

unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Assignment.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this Assignment of Rents, as this Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Rents from time to time.

Borrower. The word "Borrower" means Seven J's Investments Limited Partnership.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Seven J's Investments Limited Partnership.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Frontier Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 11, 2003, in the original principal amount of \$1,540,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 11, 2003.

GRANTOR:

SEVEN J'S INVESTMENTS LIMITED PARTNERSHIP

By: Mildred G. Johnson
Mildred G. Johnson, General Partner of Seven J's Investments Limited Partnership



PACIFIC NW TITLE

RR

\$25.00

200312120333

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12/12/2003 04:11P

Kitsap Co, WA

Page 6

STATE OF Washington
COUNTY OF King

By ARMSTRONG Residing at Bainbridge Island
Notary Public in and for the State of Washington My commission expires 1/18/2006
**Steven C Johnson as attorney-in-fact of
and of said Mildred G Johnson

LASER PRO Laxing, Ver. 8.22.00.005. Copy: Harvard Financial Software, Inc. 1987, 2003. All Rights Reserved. • 314 01011014 PC IN 1474 PPR.COM/LOD

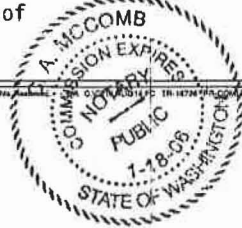


EXHIBIT "A"

PARCEL A:

LEASE HOLD ESTATE IN APARTMENT NO. A, 1ST FLOOR, AND APARTMENT NO. B, 2ND FLOOR, AND APARTMENTS OR MOORAGE SLIPS 1 THROUGH 80, INCLUSIVE, ALL IN PORT WASHINGTON MARINA CONDOMINIUM, PHASE I, A LEASEHOLD CONDOMINIUM LOCATED IN THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE DATED AUGUST 1, 1993 AND RECORDED JULY 30, 1993, UNDER AUDITOR'S FILE NO. 9307300429, AS SHOWN ON THE PLANS AND SURVEY RECORDED ON DECEMBER 29, 1983 IN VOLUME 3 OF CONDOMINIUMS ON PAGES 127 THROUGH 130, INCLUSIVE UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290199, AND AS IDENTIFIED BY THE DECLARATION RECORDED ON DECEMBER 29, 1983 UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290200;

TOGETHER WITH THAT UNDIVIDED PERCENTAGE IN THE COMMON AREAS AND FACILITIES AS DEFINED IN R.C.W. 64.32.010 (6) AND ARTICLES 6 AND 7 OF SAID DECLARATION APPERTAINING TO SAID APARTMENT AND/OR MOORAGE SLIPS TO BE DETERMINED AS PROVIDED IN PARAGRAPH 23.2 AND SCHEDULE C OF SAID DECLARATION.

GRANTEE'S PRESENT INTEREST IN THE UNDIVIDED INTEREST IS SUBJECT TO POSSIBLE PARTIAL DEFEASANCE UPON INCLUSION OF ANY SUBSEQUENT PHASE (S) TO THE CONDOMINIUM.

THE APARTMENT AND/OR MOORAGE SLIPS ARE INTENDED FOR MOORAGE PURPOSES AND USES ONLY.

PARCEL B:

THE NORTH 80 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON.

... END OF EXHIBIT "A" ...



WHEN RECORDED RETURN TO:

FRONTIER BANK
WESTERN REGION LOAN OFFICE
PO BOX 1779
POULSBRO, WA 98370



200312120334
Page: 1 of 2
12/12/2003 04:11P
Kitsap Co, WA

32072944

WASHINGTON UCC-2 COUNTY AUDITOR FIXTURE FILING

1. Grantor(s): (last name first, and mailing address(es)) Seven J's Investments Limited Partnership TIN: 91-1289060 3812 E McGilvra Street Seattle, WA 98112	2. Grantee(s)/Assignee/Beneficiary: Frontier Bank 10705 Silverdale Way NW PO Box 3075 Silverdale, WA 98383	3. Assignee(s) of Secured Party(ies):
---	---	---------------------------------------

THIS FIXTURE FILING SHALL COVER COLLATERAL THAT IS AFFIXED TO THE FOLLOWING DESCRIBED PROPERTY.

Reference Number: 32072944
Short Legal Description: ALL OF PORT WASHINGTON CONDOMINIUM AND
PORTION LOT 10 AND ALL OF LOT 11,
SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS
Assessor's Tax Parcel ID#: 8054-000-000-0208; 8054-000-001-0007; 8054-000-002-0008;
8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002
8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006
8054-000-011-0005; 8054-000-012-0004; 8054-000-013-0003; 8054-000-014-0002
8054-000-015-0001; 8054-000-016-0000; 8054-000-017-0009; 8054-000-018-0008
8054-000-019-0007; 8054-000-020-0004; 8054-000-021-0003; 8054-000-022-0002
8054-000-023-0001; 8054-000-024-0000; 8054-000-025-0009; 8054-000-026-0008
8054-000-027-0007; 8054-000-028-0006; 8054-000-029-0005; 8054-000-030-0002
8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008
8054-000-035-0007; 8054-000-036-0006; 8054-000-034-0005; 8054-000-038-0004
8054-000-039-0003; 8054-000-040-0000; 8054-000-041-0009; 8054-000-042-0008
8054-000-043-0007; 8054-000-044-0006; 8054-000-045-0005; 8054-000-046-0004
8054-000-047-0003; 8054-000-048-0002; 8054-000-049-0001; 8054-000-050-0007
8054-000-051-0006; 8054-000-052-0005; 8054-000-053-0004; 8054-000-054-0003
8054-000-055-0002; 8054-000-056-0001; 8054-000-057-0000; 8054-000-058-0009
8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003
8054-000-063-0002; 8054-000-064-0001; 8054-000-065-0000; 8054-000-066-0009
8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003
8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0008
8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005
8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002
Legal Description: SEE 'EXHIBIT A'

Additional on page _____

Additional on page _____

THIS FIXTURE FILING COVERS THE FOLLOWING DESCRIBED PROPERTY

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

4. <input checked="" type="checkbox"/> The debtor is the record owner.	6. Complete fully if box (d) is checked: complete as applicable for (a), (b), and (c):
5. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral: (Please check appropriate box)	Original recording number _____
(a) <input type="checkbox"/> already subject to security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or	Office where recorded _____
(b) <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or	Former name of debtor(s) _____
(c) <input type="checkbox"/> as to which the recording has lapsed, or	
(d) <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor(s).	

Dated December 11, 2003

Seven Js Investments Limited Partnership

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))
Mildred E. Johnson
Steve C. Johnson POA
SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

Frontier Bank
TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))
Brooke J. [Signature]
SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

EXHIBIT "A"

PARCEL A:

LEASE HOLD ESTATE IN APARTMENT NO. A, 1ST FLOOR, AND APARTMENT NO. B, 2ND FLOOR, AND APARTMENTS OR MOORAGE SLIPS 1 THROUGH 80, INCLUSIVE, ALL IN PORT WASHINGTON MARINA CONDOMINIUM, PHASE 1, A LEASEHOLD CONDOMINIUM LOCATED IN THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE DATED AUGUST 1, 1993 AND RECORDED JULY 30, 1993, UNDER AUDITOR'S FILE NO. 9307300429, AS SHOWN ON THE PLANS AND SURVEY RECORDED ON DECEMBER 29, 1983 IN VOLUME 3 OF CONDOMINIUMS ON PAGES 127 THROUGH 130, INCLUSIVE UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290199, AND AS IDENTIFIED BY THE DECLARATION RECORDED ON DECEMBER 29, 1983 UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290200;

TOGETHER WITH THAT UNDIVIDED PERCENTAGE IN THE COMMON AREAS AND FACILITIES AS DEFINED IN R.C.W. 64.32.010 (6) AND ARTICLES 6 AND 7 OF SAID DECLARATION APPERTAINING TO SAID APARTMENT AND/OR MOORAGE SLIPS TO BE DETERMINED AS PROVIDED IN PARAGRAPH 23.2 AND SCHEDULE C OF SAID DECLARATION.

GRANTEE'S PRESENT INTEREST IN THE UNDIVIDED INTEREST IS SUBJECT TO POSSIBLE PARTIAL DEFEASANCE UPON INCLUSION OF ANY SUBSEQUENT PHASE (S) TO THE CONDOMINIUM.

THE APARTMENT AND/OR MOORAGE SLIPS ARE INTENDED FOR MOORAGE PURPOSES AND USES ONLY.

PARCEL B:

THE NORTH 80 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON.

... END OF EXHIBIT "A" ...



PACIFIC NW TITLE 200906300371

Uco Continuation of Rec Fee: \$ 45.00

06/30/2009 03:00 PM

Walter Washington, Kitsap Co Auditor

Page: 1 of 4

Return Address:

FRONTIER BANK

P.O. BOX 1779

POULSBRO, WA 98370

UCC 5 CHANGE FORM (County Auditor)

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97:

(please print last name first)

Reference # (If applicable):

Debtor(s) (Assignor): (1) SEVEN J'S INVESTMENTS LIMITED PARTNERSHIP Add'l. on pg

Secured Party(ies) (Assignee): (1) FRONTIER BANK (2) Add'l. on pg

Legal Description (abbreviated): ALL OF PORT WASHINGTON CONDOMINIUM AND PORTION LOT 10 &

AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS

Add'l. legal is on pg Assessor's Property Tax Parcel /Account # SEE ATTACHMENT

1. Debtor(s): (last name first, and mailing address(es))

SEVEN J'S INVESTMENTS LIMITED
PARTNERSHIP
3812 E. MCGILVRA STREET
SEATTLE, WA 98112

2. Secured Party(ies) and address(es):

FRONTIER BANK
10705 SILVERDALE WAY NW
P.O. BOX 3075
SILVERDALE, WA 98383

3. Assignee(s) of Secured Party(ies) and address(es):

"Said document(s) were filed for
record by Pacific Northwest Title as
accommodation only. It has not been
examined as to proper execution or
as to its effect upon title"

4. This statement refers to original UCC-2 number 200312120334 Dated 12/12/03

5. Number of additional sheets attached:

6. ☒ CONTINUATION. The original UCC-2 between the foregoing Debtor(s) and Secured Party(ies) bearing auditors receiving number shown above is still effective.

☐ FULL ASSIGNMENT. All of the Secured Party's rights under the UCC-2 bearing auditors receiving number shown above have been assigned to the Assignee(s) whose NAME(S) AND ADDRESS(ES) APPEAR ABOVE.

☐ PARTIAL ASSIGNMENT. The Secured Party's rights under the UCC-2 bearing auditors receiving number shown above to the property DESCRIBED BELOW have been assigned to the Assignee(s) whose NAME(S) AND ADDRESS(ES) APPEAR ABOVE.

☐ AMENDMENT. UCC-2 bearing auditors receiving number shown above is amended AS SET FORTH BELOW.

☐ PARTIAL RELEASE. Secured Party(ies) releases the collateral DESCRIBED BELOW from the UCC-2 bearing auditors receiving number shown above.

☐ TERMINATION. Secured Party(ies) no longer claims a security interest under the UCC-2 bearing auditors receiving number shown above.



UCC 5 Change Form (County Auditor)

©Washington Legal Blank, Inc., Issaquah, WA Form No. UCC 5 1/07

MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.

DESCRIPTION:

7. DATED:

JUNE 25, 2009

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

MEGAN WILL

TYPE NAME(S) OF SECURED PARTY(IES)
(or assignee(s))

SIGNATURE(S) OF DEBTOR(S) (or assignor(s))
(Required if amendment)

SIGNATURE OF SECURED PARTY(IES) (or assignee(s))

EXHIBIT "A"

PARCEL A:

LEASE HOLD ESTATE IN APARTMENT NO. A, 1ST FLOOR, AND APARTMENT NO. B, 2ND FLOOR, AND APARTMENTS OR MOORAGE SLIPS 1 THROUGH 80, INCLUSIVE, ALL IN PORT WASHINGTON MARINA CONDOMINIUM, PHASE I, A LEASEHOLD CONDOMINIUM LOCATED IN THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE DATED AUGUST 1, 1993 AND RECORDED JULY 30, 1993, UNDER AUDITOR'S FILE NO. 9307300429, AS SHOWN ON THE PLANS AND SURVEY RECORDED ON DECEMBER 29, 1983 IN VOLUME 3 OF CONDOMINIUMS ON PAGES 127 THROUGH 130, INCLUSIVE UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290199, AND AS IDENTIFIED BY THE DECLARATION RECORDED ON DECEMBER 29, 1983 UNDER KITSAP COUNTY AUDITOR'S FILE NO. 8312290200;

TOGETHER WITH THAT UNDIVIDED PERCENTAGE IN THE COMMON AREAS AND FACILITIES AS DEFINED IN R.C.W. 64.32.010 (6) AND ARTICLES 6 AND 7 OF SAID DECLARATION APPERTAINING TO SAID APARTMENT AND/OR MOORAGE SLIPS TO BE DETERMINED AS PROVIDED IN PARAGRAPH 23.2 AND SCHEDULE C OF SAID DECLARATION.

GRANTEE'S PRESENT INTEREST IN THE UNDIVIDED INTEREST IS SUBJECT TO POSSIBLE PARTIAL DEFEASANCE UPON INCLUSION OF ANY SUBSEQUENT PHASE (S) TO THE CONDOMINIUM.

THE APARTMENT AND/OR MOORAGE SLIPS ARE INTENDED FOR MOORAGE PURPOSES AND USES ONLY.

PARCEL B:

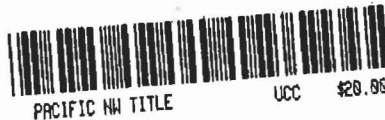
THE NORTH 80 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON.

... END OF EXHIBIT "A" ...



WHEN RECORDED RETURN TO:

FRONTIER BANK
WESTERN REGION LOAN OFFICE
PO BOX 1779
POULSBRO, WA 98370



200312120334
Page: 1 of 2
12/12/2003 04:11P
Kitsap Co, WA

32072944

WASHINGTON UCC-2 COUNTY AUDITOR FIXTURE FILING

1. Grantor(s): (last name first, and mailing address(es)) Seven J's Investments Limited Partnership TIN: 91-1269060 3612 E McGilvra Street Seattle, WA 98112	2. Grantee(s)/Assignee/Beneficiary: Frontier Bank 10705 Silverdale Way NW PO Box 3075 Silverdale, WA 98363	3. Assignee(s) of Secured Party(ies):
--	--	---------------------------------------

THIS FIXTURE FILING SHALL COVER COLLATERAL THAT IS AFFIXED TO THE FOLLOWING DESCRIBED PROPERTY.

Reference Number: 32072944

Short Legal Description: ALL OF PORT WASHINGTON CONDOMINIUM AND
PORTION LOT 10 AND ALL OF LOT 11,
SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS

Assessor's Tax Parcel ID#: 8054-000-000-0206; 8054-000-001-0007; 8054-000-002-0006;

8054-000-003-0005; 8054-000-004-0004; 8054-000-005-0003; 8054-000-006-0002

8054-000-007-0001; 8054-000-008-0000; 8054-000-009-0009; 8054-000-010-0006

8054-000-011-0005; 8054-000-012-0004; 8054-000-013-0003; 8054-000-014-0002

8054-000-015-0001; 8054-000-016-0000; 8054-000-017-0009; 8054-000-018-0008

8054-000-019-0007; 8054-000-020-0004; 8054-000-021-0003; 8054-000-022-0002

8054-000-023-0001; 8054-000-024-0000; 8054-000-025-0009; 8054-000-026-0008

8054-000-027-0007; 8054-000-028-0006; 8054-000-029-0005; 8054-000-030-0002

8054-000-031-0001; 8054-000-032-0000; 8054-000-033-0009; 8054-000-034-0008

8054-000-035-0007; 8054-000-036-0006; 8054-000-037-0005; 8054-000-038-0004

8054-000-039-0003; 8054-000-040-0000; 8054-000-041-0009; 8054-000-042-0008

8054-000-043-0007; 8054-000-044-0006; 8054-000-045-0005; 8054-000-046-0004

8054-000-047-0003; 8054-000-048-0002; 8054-000-049-0001; 8054-000-050-0007

8054-000-051-0006; 8054-000-052-0005; 8054-000-053-0004; 8054-000-054-0003

8054-000-055-0002; 8054-000-056-0001; 8054-000-057-0000; 8054-000-058-0009

8054-000-059-0008; 8054-000-060-0005; 8054-000-061-0004; 8054-000-062-0003

8054-000-063-0002; 8054-000-064-0001; 8054-000-065-0000; 8054-000-066-0009

8054-000-067-0008; 8054-000-068-0007; 8054-000-069-0006; 8054-000-070-0003

8054-000-071-0002; 8054-000-072-0001; 8054-000-073-0000; 8054-000-074-0009

8054-000-075-0008; 8054-000-076-0007; 8054-000-077-0006; 8054-000-078-0005

8054-000-079-0004; 8054-000-080-0001; and 3711-000-010-0002

Legal Description: SEE 'EXHIBIT A'

THIS FIXTURE FILING COVERS THE FOLLOWING DESCRIBED PROPERTY

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

4. ☒ The debtor is the record owner.

5. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral. (Please check appropriate box)

(a) ☐ already subject to security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or(b) ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or(c) ☐ as to which the recording has lapsed, or(d) ☐ acquired after a change of name, identity, or corporate structure of the debtor(s).

6. Complete fully if box (d) is checked:

complete as applicable for (a), (b), and (c):

Original recording number _____

Office where recorded _____

Former name of debtor(s) _____

Dated December 11, 2003

Seven Js Investments Limited Partnership

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

Mitchell C. Johnson
Steven C. Johnson POA

SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

COPY 1 - COUNTY AUDITOR

Frontier Bank

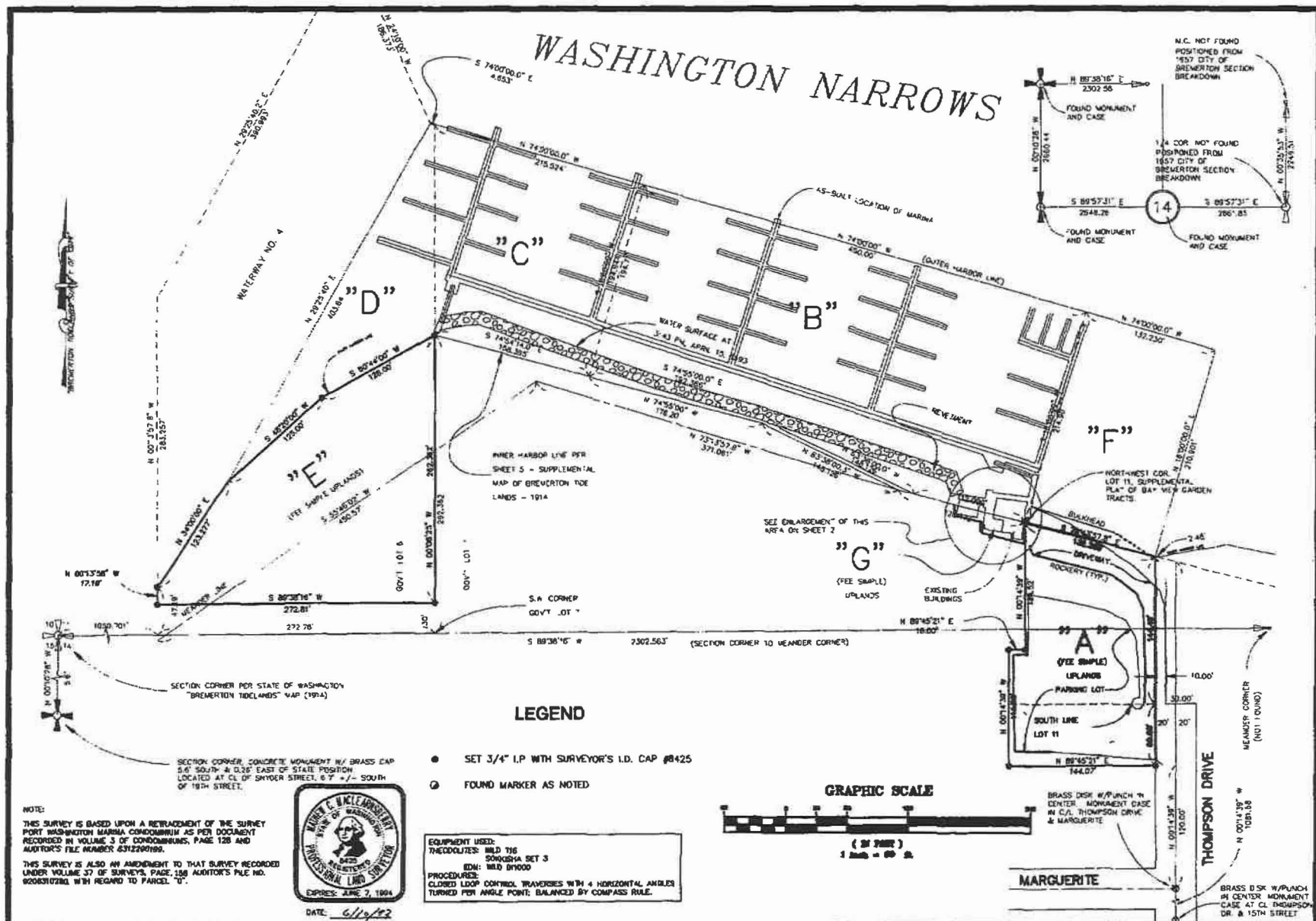
TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))

Braxton Dillen

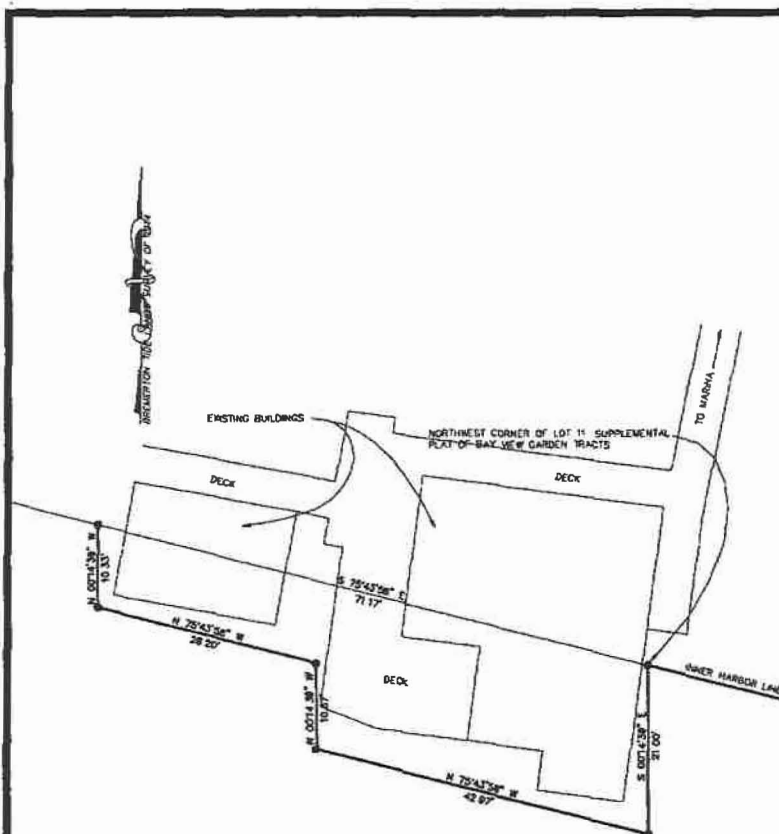
SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

FORM APPROVED FOR USE IN THE STATE OF WASHINGTON

COPY



40-8



PARCEL "G"

(SEE SHEET 1 FOR RELATIVE POSITION TO OVERALL SURVEY)



DATE 4/10/93

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 19____
AT _____, IN BOOK _____ OF _____, ON PAGE _____
AT THE REQUEST OF MACLEARNSBERRY
AUDITOR'S FILE NO. 4310-450019
SURVEY NO. SEE SHEET 1

COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF _____

DOUGLAS FAULDS ON APRIL _____, 1993

CERTIFICATE NO. 8428



MACLEARNSBERRY, Inc.
Civil Engineers • Land Surveyors • Planners

839 WYATT WAY NE BAINBRIDGE ISLAND WA 98105
PHONE (206) 842 5314

CLIENT

DOUGLAS FAULDS & DONNA ERNST

S.R.A. FILING DATA

SW 1/4, SW 1/4, SEC 11, T 24 N, R 1 E, WM
NE 1/4, NW 1/4, SEC 14, T 24 N, R 1 E, WM

DRAWN BY	MCM	DATE	MAY 3, 1993	AS TO	93020
ORDERED BY	MCM	SCALE	1" = 10'	SHEET	2 OF 2

44-9

LEGAL DESCRIPTIONS

PARCEL A

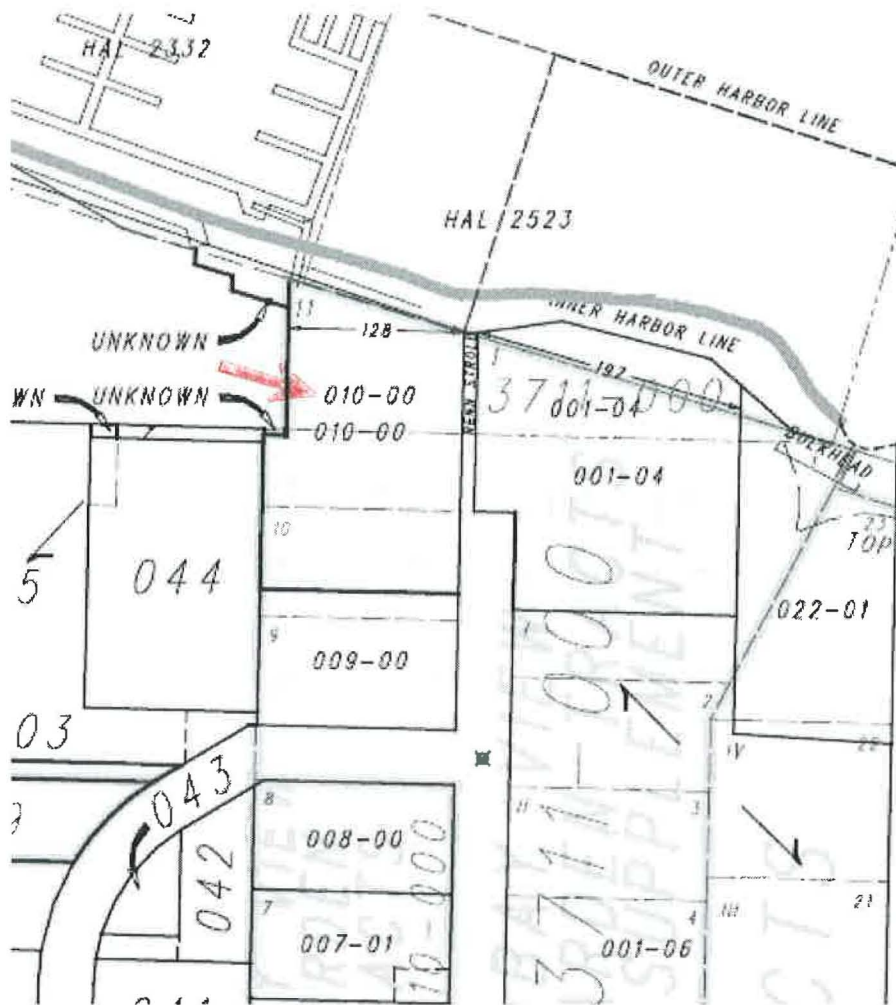
THE NORTH 60 FEET OF LOT 10 AND ALL OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KITSAP COUNTY, WASHINGTON

PARCEL E

PORTION OF GOVERNMENT LOT 8, SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 EAST, WM, IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS BEGINNING 30 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 6, SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 EAST, WM, IN KITSAP COUNTY, WASHINGTON, THENCE S 80°36'20" W, A DISTANCE OF 272.76 FEET, THENCE N 07°33'37" W, A DISTANCE OF 16.20 FEET, THENCE N 34°00' E, A DISTANCE OF 123.27 FEET ALONG THE INNER HARBOR LINE, THENCE N 48°20' E, A DISTANCE OF 125 FEET, THENCE N 80°44' E, A DISTANCE OF 156 FEET TO THE EAST LINE OF SAID LOT 8, THENCE S 09°20' E, A DISTANCE OF 281.40 FEET TO THE TRUE POINT OF BEGINNING

PARCEL G

THAT PORTION OF GOVERNMENT LOT 7, SECTION 11, TOWNSHIP 24 NORTH, RANGE 2 EAST, WM, INCLUDED IN A TRACT DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE INNER HARBOR LINE, SAID POINT BEING THE NORTHWEST CORNER OF LOT 11, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 19, RECORDS OF KITSAP COUNTY, WASHINGTON, THENCE S 00°14'39" E, A DISTANCE OF 21.00 FEET, THENCE N 25°43'56" W, A DISTANCE OF 42.97 FEET, THENCE N 60°44'30" W, A DISTANCE OF 10.33 FEET, THENCE N 25°43'56" W, A DISTANCE OF 28.20 FEET, THENCE N 00°14'39" E, A DISTANCE OF 10.33 FEET TO THE INNER HARBOR LINE, THENCE S 75°43'56" E, ALONG SAID INNER HARBOR LINE, A DISTANCE OF 71.17 FEET TO THE TRUE POINT OF BEGINNING SITUATE IN THE CITY OF BREMERTON, KITSAP COUNTY, WASH. CONTAINING 1136.90 FEET, MORE OR LESS



stewart
title of kitsap county



Order No. 201121823

This sketch is provided without charge for your information. It is not intended to show all matters related to the property including, but not limited to area, dimensions, easements, encroachments or location of boundaries. It is not part of, nor does it modify, the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.